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July 23, 2025

Application granted.

VIA ECF

The Honorable Robyn F. Tarnofsky
United States Magistrate Judge
Southern District of New York
500 Pearl St.
New York, NY 10007

The Clerk of Court is respectfully requested to seal ECF 22 with access to Case Participants and Court Personnel only and to terminate ECF 26.

**Date: July 23, 2025
New York, NY**

SO ORDERED


ROBYN F. TARNOFSKY
UNITED STATES MAGISTRATE JUDGE

**Re: *Ortega v. Richard N. Ash Center, M.D., P.C., et al.*, 1:24 –cv-03399-JAV-RFT
– Letter Request to Seal ECF Doc No. 22**

Dear Judge Tarnofsky:

Pursuant to Rule 5.2 of the Federal Rules of Civil Procedure and Rule III(E) of Your Honor's Individual Practices in Civil Cases, Plaintiff Jorge A. Rodriguez Ortega respectfully moves for an order to seal Plaintiff's July 16, 2025 letter (ECF Doc No. 22 ("July 16th Letter")).

This case arises from a wage and hour dispute in which Plaintiff has asserted claims under the Fair Labor Standards Act ("FLSA") and New York Labor Law ("NYLL") for unpaid overtime wages. In March 2025, the parties reached a settlement in principle, and spent months negotiating the settlement agreement and preparing a joint request for court approval under *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2005). However, earlier this month, before the parties executed the agreement settlement negotiations stalled. After attempts at resolution by the parties failed, Plaintiff submitted the July 16th Letter requesting a court conference.

By way of setting forth the issue for which court assistance was needed, the July 16th Letter provided details of the settlement in principle, including the settlement amount and other agreed upon benefits. Because we understand courts in this Circuit to disfavor sealing and/or redacting FLSA settlement agreements and settlement amounts given the strong presumption of public access to such information, we did not file the July 16th Letter under seal or in redacted form. *See Olano v. Designs by RJR, Ltd.*, 2017 WL 4460771 ("the overwhelming majority of courts in this Circuit that have analyzed the propriety of redacting FLSA settlement amounts or filing FLSA settlement agreements under seal have disapproved of those requests").

However, after we filed the July 16th Letter, counsel received an email from Your Honor's Chambers suggesting that we submit a request to seal the July 16th Letter, because it contained settlement information that was deemed confidential and that should not be on the docket. Accordingly, Plaintiff files this request to seal the July 16th Letter (ECF No. 22).

The Honorable Robyn F. Tarnofsky

July 23, 2025

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ainsley C. Dowling". The signature is written in a cursive, flowing style.

Ainsley C. Dowling

Cc: Marjorie E. Berman